

In the Matter of Final and Binding :  
 Final Offer Arbitration Between :  
**CITY OF DODGEVILLE EMPLOYEES UNION** :  
**LOCAL 1266-C, AFSCME, AFL-CIO** : **AWARD**  
 and : **Decision No. 27590-A**  
**CITY OF DODGEVILLE** :  
 WERC Case 15, No. 48213, INT/ARB-6638 :

RECEIVED

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

**I. NATURE OF PROCEEDINGS.** This is a proceeding in final and binding final offer arbitration. The City of Dodgeville Employees Union Local 1266-C, AFSCME, AFL-CIO filed a petition with the Wisconsin Employment Relations Commission alleging an impasse existed between it and the City of Dodgeville in collective bargaining, and requested arbitration pursuant to Section 111.70 (4)(cm) 6 of the Municipal Employment Relations Act. The Commission investigated the matter through staff member Mary Jo Schiavoni, found that the parties were at impasse, concluded that an impasse existed under the meaning of Section 111.70 (4)(cm) 6 of the Act, certified that the conditions precedent to initiating arbitration existed and ordered such arbitration in a decision of March 17, 1993. The parties having selected Frank P. Zeidler, Milwaukee, as arbitrator, the Commission appointed him on April 20, 1993. A hearing was held on July 19, 1993, at the City Hall in Dodgeville. Parties were given full opportunity to give testimony, present evidence and argument. Briefs were filed, the last brief being received by the arbitrator arrived on October 5, 1993.

**II. APPEARANCES.**

DAVID WHITE, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO appeared for the Union.

BRADLEY M. GLASS, City Attorney, City of Dodgeville, appeared for the City.

**III. THE FINAL OFFERS.**

A. Final Offer for the Union:

"FINAL OFFER  
 OF  
 CITY OF DODGEVILLE  
 EMPLOYEE'S UNION  
 LOCAL 1266-C, AFSCME, AFL-CIO

"All terms and conditions of the 1992-1993 collective bargaining agreement shall apply to the Library employees, with the addition of the attached tentative agreements and the following:

"Effective January 1, 1992:

	<u>After Probation</u>
"Children's Librarian:	8.17
Assistant Librarian:	7.00
Library Technician:	4.95

"Effective January 1, 1993: Increase all wages by 7.5% except that the Library Technician shall be paid \$5.95/hr.

"Effective July 1, 1993: Increase all wages by 25¢ per hour.

"For Local 1266-C

"David White  
3/11/93"

B. Final Offer for the City:

"MARCH 11, 1993  
FINAL OFFER  
BETWEEN  
CITY OF DODGEVILLE & DODGEVILLE PUBLIC LIBRARY BOARD  
AND  
CITY OF DODGEVILLE EMPLOYEES UNION  
LOCAL 1266-C, AFSCME, AFL-CIO

"Appendix A (Wages): Add the following to the existing wage schedule:

"Hourly Wage Rates Effective January 1, 1993

"Classification	Start	After Probation
"Children's Librarian	\$7.04	\$8.80
Assistant Librarian	6.02	7.53
Library Aide	4.76	5.95

"Probation will be waived for the current employees.

**IV. FACTORS TO BE CONSIDERED BY THE ARBITRATOR.** The following is found in the Municipal Employment Relations Act, Section 111.70:

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

"a. The lawful authority of the municipal employer.

"b. Stipulations of the parties.

"c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

"e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

"f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

"g. The average consumer prices for goods and services, commonly known as the cost-of-living.

"h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

**V. LAWFUL AUTHORITY OF THE EMPLOYER.** There is no issue here as to the lawful authority of the employer to meet the terms of either offer.

**VI. STIPULATIONS.** All other matters have been stipulated to between the parties.

**VII. COSTS OF THE OFFERS.** The present offers are the result of an accretion to the bargaining unit of certain library employees. There is an existing contract between the parties for 1992 and 1993. This contract is automatically renewed from year to year unless a party desiring to alter or modify it gives notice to the other party by September 1, 1992, or any anniversary thereof.

The City in its Exhibit 7a reported that the total cost to the City for library employees if the 25 cents per hour increase is granted in 1993 would be \$1,112.51 for hours regularly worked. If this increase is coupled with the 25 cents per hour for all hours worked past 5 p.m. and all hours worked on Saturday, the total cost would be \$1,417.51. The City reports that this would put the library "way over budget."

The City in Exhibit 7a also reported that if this increase were applied to all library employees including the Librarian for 1994, the cost would be \$1,122.50; and if the increase is applied to all employees this would require another \$6,849.52, or a total of \$7,972.03. This is if the hours were worked from July 1 to December 31, 1994. The Police Department is not included.

The Union argues that the only matter concerning the issue here relates to unionized library employees in 1993. In this case the cost to the City would be \$790.53.

**VIII. COMPARABLE JURISDICTIONS.** The Union presented extensive testimony in comparisons with employees in other jurisdictions who are library assistants. These included jurisdictions which were counties or municipalities where a comparison could be made with employees in an organized union. (UX 14). The City used comparisons of municipalities which had a population between 3,348 and 4,291. The City list included Algoma, Black River Falls, Mauston, New Holstein, Saukville, Dodgeville, Horicon, Columbus, Lake Mills, Mount Horeb and Medford. The population of Dodgeville is listed at 3,800.

The Union took all the jurisdictions which had unionized employees and included counties, large cities as well as other units. The Union total of comparables shown in Exhibit 14a-14h comes to 41 jurisdictions when Dodgeville is included. The Union says there are no organized library employees in southwest Wisconsin except at Mount Horeb.

Union Position on Comparables Summarized. The Union strenuously objects to the City's list of comparables on the ground that with the exception of Mount Horeb, it is a list of jurisdictions with non-unionized employees. The Union cites numerous arbitral decisions in Wisconsin in which an arbitrator concluded that only organized districts should be used for comparison, because settlements in organized districts represent bargaining, whereas wage rates in unorganized districts are set unilaterally by the employer.

The Union also contends that the data supplied by the City relating to its wage rates are so flawed as to be useless.

The Union contends that using state-wide data of all jurisdictions which have organized library employees is the best group of comparables in the absence of local area comparables which are organized.

The Union argues that population is not the only or most important factor in selecting comparables. The Union cites arbitral opinion to support state-wide comparisons when no local ones are appropriate. The Union says its state-wide list balances large and small communities.

City Position Summarized. The City holds that its list of comparables developed by its Librarian from date of the Wisconsin Association of Public Librarians is the proper list of comparables. The jurisdictions are in a narrow range of population with Dodgeville, five having smaller populations and five larger.

The City also contends that comparisons of Dodgeville with ten other libraries servicing communities of approximately the same population assures a fairly valid comparison, and this is based on the experience of the Wisconsin Association of Public Librarians. (City Ex. 8).

The City also objects to the Union's use of state-wide comparables and contends that the arbitration awards used by the Union do not relate to librarians. The Union list fails to meet the principles of proximity and similar size. The City list meets these principles.

Discussion and Opinion. The Union list, though it uses organized districts, is too sweeping in character. It compares Dodgeville with municipalities far larger in population, such as Milwaukee and Madison. In the opinion of the arbitrator it is generally the case that the larger a municipality, the more likely wage rates are found to be higher, although this is not a univeral rule, nor one in which wage rates are proportional to the population. The spread in wages is proportionally less between small and large jurisdictions, but there is a spread such as noted in Union Exhibit 14 D where a Milwaukee Library Assistant II was paid \$11.76 per hour in 1992 and the Madison Library Assistant II was paid \$13.72 for the same year, when the Dodgeville Assistant Librarian was paid \$7.00.

While the use of the total Union list therefore poses a problem to the point of rejection because of its inclusion of much larger municipalities, yet it is possible to extract from the Union list a group of municipalities which meet reasonably the criteria of geographic nearness and size and also of having organized library employees. Table I following shows this list of organized municipalities which in the opinion of the arbitrator meet the test of comparability better than either the Union list or the City list. In the further opinion of the arbitrator, the City list has the defect of only one comparable jurisdiction where library employees are organized. A more equitable comparison can be made between organized jurisdictions where wages are arrived at through bargaining.

**Table I**

CITY LIST OF COMPARABLES AND POPULATION AND LIST OF COMPARABLES  
DERIVED FROM UNION LIST BY ARBITRATOR.

<u>City List - Ex. 4A</u>	<u>Population</u>	<u>List Derived from Union Exs. 14A-14H</u>	<u>Population</u>
Algoma	3,398	Black Earth	1,145
Black River Falls	3,400	Evansville	2,825
Mauston	3,439	Fontana	1,746
New Holstein	3,500	Hartford	7,159
Saukville	3,700	Kewaskum	2,381
Dodgeville	3,800	Monona	8,807
Horicon	3,893	Mount Horeb	3,251
Columbus	4,093	Waunauke	3,866
Lake Mills	4,100	Dodgeville	3,458
Mount Horeb	4,250		
Medford	4,291		

It should be noted that the derived list includes many communities in Dane County which is adjacent to Iowa County and all are in southern Wisconsin. The arbitrator considers this derived list to have more validity for comparison than either the Union list or the City list. However, both of the latter lists have a secondary value and so will also be noted in comparisons. It should also be further noted that there is a difference in the recorded population given in the lists for Dodgeville, but this is felt not to materially alter the usefulness of the "Derived List". The derived list meets the tests of size, geography, and employee organized status for comparability. The derived list is the primary list for comparison.

**IX. A COMPARISON OF WAGES.** The following exhibit is City Exhibit 4 A shown in its entirety:

1993 SALARIES FOR MUNICIPAL LIBRARIES BETWEEN 3,348 and 4,291

Children's Librarian Position

<u>Library</u>	<u>Wage</u>	<u>Population</u>
Algoma	\$ 7.43	3,348
Black River Falls	\$ 6.40	3,400
Mauston	\$ 7.50	3,439
New Holstein	\$ 7.90	3,500*
Saukville	\$ 6.00	3,700
<u>Dodgeville</u>	<u>\$ 8.80</u>	<u>3,800</u>
Horicon	\$ 6.75	3,843
Columbus	\$ 4.90	4,093*
Lake Mills	\$ 6.95	4,100
Mount Horeb	\$ 8.77	4,250*
Medford	\$ 5.90	4,291

The average is \$7.03. Dodgeville exceeds that by \$1.77. This position received a 16% raise in 1992 and a 7.7% raise in 1993.

Library Assistant Position

<u>Library</u>	<u>Wage</u>	<u>Population</u>
Algoma	\$ 6.97	3,348
Black River Falls	\$ 6.00	3,400
Mauston	\$ 6.15	3,439
New Holstein	\$ 5.50	3,500*
Saukville	\$ 5.50	3,700
<u>Dodgeville</u>	<u>\$ 7.53</u>	<u>3,800</u>
Horicon	\$ 6.75	3,843
Columbus	\$ 4.90	4,093*
Lake Mills	\$ 6.25	4,100
Mount Horeb	\$ 5.75	4,250*
Medford	\$ 5.15	4,291

The average is \$6.04. Dodgeville exceeds that by \$1.49. This position received a 10% raise in 1992 and a 7.7% raise in 1993.

Library Aide Position

<u>Library</u>	<u>Wage</u>	<u>Population</u>
Algoma	\$ 4.35	3,348
Black River Falls	\$ NA	3,400
Mauston	\$ 4.25	3,439
New Holstein	\$ 5.50	3,500*
Saukville	\$ 5.00	3,700
<u>Dodgeville</u>	<u>\$ 5.95</u>	<u>3,800</u>
Horicon	\$ 6.00	3,843
Columbus	\$ 4.42	4,093*
Lake Mills	\$ 4.60	4,100
Mount Horeb	\$ 5.75	4,250*
Medford	\$ 4.85	4,291

The average is \$5.07. Dodgeville exceeds that by \$.88. This position received a 10% raise in 1992 and a 20% raise in 1993.

\*Denotes 1992 wage information as 1993 was not available.

The following table is derived from Union Exhibits 14 A - 14 H:

Table II

MAXIMUM WAGE RATES WITHOUT LONGEVITY FOR 1992 AND 1993  
IN PRIMARY COMPARABLES

<u>Municipality</u>	<u>Childrens Librarian</u>		<u>% Inc. (Lift)</u>	<u>Library Asst.</u>		<u>% Inc. (Lift)</u>	<u>Library Aide</u>		<u>% Inc. (Lift)</u>
	<u>1992</u>	<u>1993</u>		<u>1992</u>	<u>1993</u>		<u>1992</u>	<u>1993</u>	
Black Earth				5.43	5.65	1.0			
Evansville				6.30					
Fontana				8.21	8.62	5.5			
Hartford									
Library Asst. (PT)				6.15	6.40				
Library Aide (FT)				8.12	8.45				
Library Asst. (Circ)				9.83	10.23				
Cataloger				10.91	11.35				
Kewaskum									
Library Asst.				6.69	6.96				
Monona									
Asst. I				7.35	7.75	5.5			
Asst. II				7.85	8.25	5.1			
Asst. III				8.35	8.75	4.8			
Mount Horeb <sup>1</sup>									
Library Aide L-1							8.39	8.82	5.1
Library Aide L-2							9.30	9.87	6.1
Library Aide L-3							9.49	9.97	5.1
Waunakee									
Library Asst. III				5.88	6.63	12.7			
Library Asst. II				6.86	7.72	12.5			
Library Aide I				7.57	8.51	13.2			
Childrens Serv. Lib.	8.72	9.81	12.5						
Dodgeville	8.17			7.00			4.95		
Union 1/1		8.80			7.53			5.95	
Union 7/1		9.05	10.8		7.78	7.9		6.20	25.2
City		8.80	7.7		7.53	7.5		5.95	20.2

1. Split Wage, 1992 and 1993

In its brief the Union provided a series of charts in which it organized the data from its 41 comparables into three categories; a Lowest Paid Position benchmark, a Middle Position benchmark, and a Highest Paid Position benchmark. It used the Lowest Paid Position benchmark for comparison purposes for Library Aide positions, the Middle Position benchmark for Assistant Librarian comparisons, and the Highest Paid Position for Children's Librarian comparisons. The year applicable is 1992.

The following Table is abstracted from these three charts:

Table III

UNION COMPARISONS OF AVERAGE WAGES FOR LOW, MIDDLE AND HIGH  
PAID POSITION BENCHMARKS, WITH LIBRARY AIDE,  
ASSISTANT LIBRARIAN, AND CHILDREN'S LIBRARIAN IN DODGEVILLE

	<u>1992 Rate</u>	<u>1993 Rate</u>	<u>% Change in Lift</u>
Library Aide			
Average of Comparables	8.40	8.39	- 0.001
City	4.95	5.95	+20.2
Union	4.95	6.20 at 7/1/93	+25.2
Assistant Librarian			
Average of Comparables	8.89	8.92	+ 0.003
City	7.00	7.53	+ 7.6
Union	7.00	7.78 at 7/1/93	+11.1
Children's Librarian			
Average of Comparables	9.79	9.92	+ 1.3
City	8.17	8.80	+ 7.7
Union	8.17	9.03 at 7/1/93	+10.5

Union Position on Wage Comparisons Summarized. The Union holds that the data supplied by the City is of highly dubious validity. No independent documentation was furnished to support the wage data submitted by the City. The City's statement as to the wage data in Mount Horeb is not confirmed by the actual Mount Horeb contract, and neither as to position, title or rate of pay. The Union raises the question that if the City data on Mount Horeb is wrong, what else might be wrong in the data? In essence the City exhibits are unreliable.

The Union contends that its state-wide data prove the library employees in Dodgeville are underpaid relative to comparable employees. Since a pool of geographically near and organized communities for comparisons does not exist, it is appropriate to use state-wide benchmarks as the Union has done. The use of state-wide comparison obviates the problem of a party making a selection from them to meet self-serving purposes.

On the basis of its method of classification, the Union contends that the Library Technician in Dodgeville is the lowest paid such position among represented library positions in the state in 1992 and in 1992 Dodgeville was second only to Black Earth. In the case of the Assistant Librarian, the Dodgeville position is sixth last among 39 union represented libraries.

In the case of the Dodgeville Children's Librarian, the Children's Librarian ranks eighth lowest.

The Union contends that the reason that there are but slight changes in the 1993 state-wide averages, including a lower average for Library Aide, is that the 1993 settlements represent about 27 libraries and the higher paying libraries have not settled.

The Union argues that its data show there is a need for catch-up, something which arbitrators have frequently supported. There is no question that Dodgeville library employees are paid substantially below the level of pay received by comparable employees in comparable communities. Where a catch-up situation exists, it should outweigh other statutory factors.

The Union argues that the Wisconsin Association of Public Librarians survey used by the City was accompanied by a warning that the data and job descriptions are only roughly standardized and are likely to be misleading. There was no objective data submitted by the City to support its claim of job comparability and the data from Mount Horeb was wrong.

City Position Summarized. The City contends that the information compiled by its Library Director as shown in City Exhibit 4 and verified as to procedure in City Exhibit 8 is valid. This information shows that as far as the positions are concerned, Dodgeville exceeds the average hourly wage for Library Aide by \$0.88, the average for Library Assistant by \$1.49 and the average for Children's Librarian by \$1.77. The City quotes its Exhibit 8 in which the Wisconsin Association of Public Librarians says that, "If you compare your library's salaries with the average of several other libraries, the comparison should be fairly valid." This is what the Library Director used in making her comparisons.

The City contends that the data submitted by its Librarian compares the same classification of position as shown in the exhibit whereas the Union exhibits show a wide variety of titles, and there was no testimony on what work those titles in a union contract represented, and the fact that one district as reported by the City may have information different from a union contract, does not say that the City's report is inaccurate, since the report represents the judgment of professionals.

The City also says that the Children's Librarian at Dodgeville cannot be compared state-wide with Children's Librarians, because the Dodgeville position requires no educational requirements, whereas the others do.

The City also contends, given the data submitted by it, no catch-up is needed. Further the claim by the Union that a former mayor thought a catch-up was needed was an event in 1991, and since then there has been a dramatic improvement.

Discussion and Opinion. The arbitrator finds serious difficulties with the comparison data and lists furnished by both parties. In the case of the Union list, the inclusion of communities most of which are much larger than Dodgeville skews the economic value of the report, because larger and economically strong municipalities are included. Also the method of the Union in making three classifications of its data from Exhibits 14A-14H, while ingenious as perhaps useful if better data were not available, is open to the question as to whether like positions are actually being compared, given the variations in job titles and methods of classifications. For example the question might be raised as to whether a Library Assistant II in Madison is doing the same work as a Children's Librarian in Dodgeville, or whether a Cataloger in Hartford is doing work similar to or the equivalent of the work of a Children's Librarian in Dodgeville.

A main problem that exists with the Union list here is that job titles are so diverse as to leave much doubt as to what is being compared.

In the case of the City list of comparables, the problem is not only that of the City using mostly non-organized libraries for comparisons, or that of supplying data which might be erroneous, but chiefly also that of verification of what jobs are actually being compared.

In the City Exhibit, the use of "Library Aide Position", "Library Assistant Position", and "Children's Librarian Position" are open to questioning chiefly because the evidence in Union Exhibits 14A-14H show such a diversity of classifications state-wide, that one cannot tell easily what duties and responsibilities of what the position titles used by the City are likely to entail in other places. It seems not likely that there are, for example, "Children's Librarians" positions under such a title in all of the comparables, although there may very well be such functions performed by some employee. The conclusion that the arbitrator comes to is that in the City's list of comparables there are employees who fill responsibilities akin to Children's Librarian, Library Assistant and Library Aide, though perhaps not under such titles, and though not doing exactly all the same duties performed by those positions in Dodgeville.

Because of these difficulties with the Union and City lists and data, the arbitrator relies on the list of what in his opinion are more comparable municipalities as shown in Table II.

Table II presents some difficulties in itself in that the problem of comparable titles is also present. In the case of Children's Librarian there is only one other such librarian which is at Waunauke. Similarly only one other Library Aide comparison can be made and that at Mount Horeb. In the case of Library Assistant, one can make better comparisons. Here it is indicated that considering the position of top Library Assistant, the position in Dodgeville is the lowest except for Black Earth and Kewaskum. This would indicate some catch-up is indicated.

Also if the lowest level of Library Assistant shown in several of the jurisdictions can be roughly equated with the Library Aide position in Dodgeville, catch-up is also indicated.

The conclusion here then that based largely on comparisons of Library Assistant and Library Aide, the Union offer meets the criterion of comparability better than the City offer.

It must be recognized that City increases when viewed in terms of percentage are comparable, but the actual dollar catch-up situation is not fully satisfied by it.

**X. INTERNAL COMPARISONS.** Union Exhibit 9 was a tabulation of raises for Permanent Clerical, Crossing Guard, Custodian and Library Assistant positions from 1985 through 1992 inclusive. The percentage increase in wage for Permanent Clerical was 47.9%, for Crossing Guard 46.0%, and Custodian 41.4% and for Library Assistant 34.6%.

Union Exhibit 10 was a bar chart and Union Exhibit 11, a line graph showing wage increases for the above named classifications from 1986 through 1991. The increase for Permanent Clerical and Custodians was about \$2.00 during that period. The increase for Crossing Guard was \$1.65 and the increase for Library Assistant was about \$1.15 per hour.

Union Exhibit 12 was a bar graph showing cumulative percent increases between 1986 through 1991. Permanent Clerical increase was about 32%, Crossing Guard about 30%, Custodian about 27% and Library Assistant about 19%.

Discussion. The City is making the argument that if it grants a 25 cents per hour increase in the half year to library employees, it will be under pressure to grant the same increase to all employees in 1994. It says in its Exhibit 7a that this would cost the City \$7,972.03 in 1994 for all employees except Police. City Exhibit 7b shows an additional cost of \$3,302.12 which the arbitrator assumes is a Police cost.

The Union contends that its Exhibits 10, 11, 12 show how employees of the library received the lowest increases in dollars and percents and says that minutes of a City Council showed that the lag in library employee wages was recognized by City officials.

The evidence is that the Union offer for wages for library employees is the more comparable when compared to changes in wage rates received by other employees since 1985.

**XI. COST OF LIVING CHANGES.** The parties did not address this criterion. However the arbitrator in an arbitral notes believes that the City offer satisfies this criterion as to do with raises of 16% in 1992 and 7.7% in 1993 for the Children's Librarian, 10% in 1992 and 7.7% in 1993 for the Library Assistant, and 10% in 1992 and 20% in 1993 for the Library Aid position. (City Ex. 4a).

**XII. COMPARISON OF BENEFITS AND TOTAL COMPENSATION.** The following is a copy of City Exhibit 4C, showing a comparison of benefits between those received by Dodgeville library employees and those library workers who are in the districts considered by the City to be comparable.

Table IV

BENEFITS

	Family Leave	Health Insurance	Dental Insurance	Optical	Retirement	Longevity	Job Sharing	Vacation	Holidays	Range	Paid Funeral	Paid Jury leave	Professional dues	Tuition	Conference dues/tr.
Algoma	No	All	No	No	all	No	No	7-25	9	Yes	No	No	Yes	Yes	
Black River Falls	No	All	Some	No	Some	No	No	5-20	10	Yes	Yes	Yes	Yes	Yes	
Mauston	No	Some	Some	Some	all	Yes	No	5-15	10	Yes	No	No	Yes	No	
New Holstein	Yes	all	all	No	all	No	No	NA	12	Yes	Yes	Yes	No	Yes	
Saukville	No	Some	No	No	all	No	No	10	10	Yes	Yes	No	No	No	
<u>Dodgeville</u>	Yes	all	Some	Some	all	Yes	Yes	5-20	12	Yes	Yes	Yes	Yes	Yes	
Horicon	No	all	all	No	all	Yes	No	5-15	6	Yes	Yes	Yes	No	No	
Columbus	Yes	all	No	No	all	Yes	No	10-25	13	No	No	No	No	Yes	
Lake Mills	Yes	all	No	No	all	No	No	4.5-10	10.5	No	No	Yes	Yes	Yes	
Mount Horeb	Yes	Some	Some	Some	all	No	No	10-20	12	Yes	No	No	No	No	
Medford	Yes	Some	Some	No	all	No	Yes	5-20	8	Yes	Yes	No	No	No	

In addition to the wage being above average, the benefits equal or exceed those offered by all other cities of similar size.

Source "Salary & Fringe Benefits Survey" 1993.

Wisconsin Association of Public Librarians

The City in its Exhibit 4B produced information from which the following Table is derived:

Table V

TOTAL COMPENSATION, SALARY EQUIVALENTS WITH BENEFITS,  
DODGEVILLE LIBRARY EMPLOYEES, AND HOURLY EQUIVALENTS

	Total	Hourly Equivalent
Children's Librarian	\$27,814.70	\$13.37
Library Assistant	19,453.00	9.84
Library Aide	4,135.00	6.63

Both parties provided job descriptions, but the official job description was provided by the City in its Exhibits 1, 2 and 3. However the job descriptions of employees of other library systems were not furnished by either party.

The City provided data showing adult circulation up 7.37% in 1993 over 1992, and juvenile circulation down by 7.2%. New registrations in 1993 were 502 compared to 224 in 1992, and "ILL" requests were 915 as compared to 783. (City Ex. 5).

Long term circulation figures from 1989 to 1993 in the months of January to June show that total circulation went from 26,996 in 1989 to 37,902 in 1993. In every period except in 1993, juvenile circulation was greater than adult circulation. Adult circulation has gone from 12,783 in 1989 to 18,987 during the relevant period. Juvenile circulation went from 14,213 in 1989 to 20,384 in 1992, and then receded to 18,915 in the months from January to June. (City Ex. 6).

Position of the Parties Summarized. The Union asserts that one cannot put too much faith in the City Exhibit 4C, because it suffers from the same validity problems as the City's wage exhibit. Some of the data may be inaccurate or misleading. For example in the report on Dodgeville benefits, all the City exhibits note that library employees get all insurance benefits; however only the Children's Librarian qualifies for the full benefit. The Library Assistant is limited to the Single Plan in health insurance, and the Library Aide receives no benefit. Most of the benefits in the City's chart apply to the Children's Librarian only. In the case of the chart's information on Mount Horeb, the Union notes that library employees there receive all insurances whereas the City chart lists some.

The City notes on its part the high value of the combined wages and benefits, and notes that in its chart Dodgeville is the only City listing all of the benefits for the employees.

Discussion. The arbitrator is in no position to judge how the total compensation received by the library employees in Dodgeville compares with the total compensation in either the City list of comparables, in the full Union list or derived list, since the parties did not provide any comparison data. However as to benefits, while the City Exhibit 4C certainly may have some not fully reliable data, the

evidence is that the City does provide a range of 14 benefits to the Children's Librarian and none of the other City comparables do. Given that the City list is the only set of comparables to be used for a comparison of benefits, the arbitrator concludes that the City list of benefits, for Children's Librarian or full-time employees is reasonable, but cannot judge how this applies to the Assistant Librarian or Library Aide, since no stipulation was reached on whether the Children's Librarian, Library Assistant, or Library Aide are to be considered full-time employees for benefits. (Un. Ex. 3C).

**XIII. THE INTEREST AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT.** The financial ability of the unit of government to meet the costs of the Union offer will be considered first. City Exhibit 5 shows that for the year of 1993, a total of \$119,462.00 has been budgeted with a total of \$55,566.32 spent by June 30. If the Union offer is adopted, this will add a cost of \$790.53 as applied only to Union members or \$1,122.51 if applied also to the Librarian.

The City is concerned as has been noted that it will be faced with demands to apply the same benefit of a full year increase of 25 cents per hour for all City employees, in 1994, and this will come to a cost of \$7,972.03 for general City employees and \$3,302.12 for other employees whom the arbitrator believes are the City Police Officers, though not so described in an Exhibit 6C.

The City fears that a mid-year raise might have far reaching fiscal consequences for the City, in that the process might become an annual raise. Such a mid-year raise should be bargained for and not given to three new library employees who are being accreted in this year.

Discussion. The arbitrator is of the opinion that the amount of the cost of the proposed 25 cent per hour split increase being proposed by the Union is small enough to be absorbed by the City and the cost could be met. The more important question is that raised by the City about the principle and effect of the split. The arbitrator does not see the inevitability of the parties agreeing to split wage increases as a general rule.

Under the terms of the 1992-1993 contract, Article 28, Duration, the 1992-1993 contract shall remain in effect automatically from year to year thereafter unless one of the parties gives written notice about altering or amending, modifying the agreement on or before September 1 of each year. Thus the terms of this agreement giving a 25 cents raise to the library employees on July 1, 1993, do not automatically mean that on July 1, 1994, a 25 cent increase will obtain for all employees, since the language of the proposal does not admit of that, fixing it at a top on July 1, 1993.

It is likely however that the parties may want to alter wage rates thereafter, but that does not mean that the other party has to automatically accept any offer, but can bargain terms. While the arbitrator does not discount the City concern that the employees will want higher wages in the future, this is not appreciably heightened by the kind of offer the Union is presenting.

Again, it may be considered that it is not in the interest and welfare of the public to have to pay any increase for a service rendered. However there are times when an increase in wages for a service brings a condition of equity with comparable workers for employees, and this is in the general interest of the public. In the opinion of the arbitrator it is a fundamental reason for the statute to look to comparisons for establishing wages and conditions of work. Thus in this matter the government has the ability to meet the costs and the small wage increase proposed will not be adverse to the public interest.

**XIV. OTHER FACTORS.** A factor which the arbitrator considers of importance is whether a split wage increase is in general a good idea if the parties do not agree to it, particularly at the time of an accretion in which other employees already in the bargaining unit do not have such a split on terms already agreed to. The arbitrator is of the opinion that a split wage should not be introduced into a contract for employees being accreted where it does not exist for other employees already under the contract. However, one justification for such a proposal is that of catch-up. In this case, the arbitrator is of the opinion that according accreted employees a split wage lift is justified mostly by the low level of compensation offered the Library Aide (or Library Technician), and the relatively lower wage of the Library Assistant.

**XV. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS.** No major changes were brought to the attention of the arbitrator during the pendency of the proceedings.

**XVI. SUMMARY AND CONCLUSION.** The following is a summary of the arbitrator's findings and opinion, and the conclusion thereof.

1. Strictly considered the cost of the Union offer for Union employees only under the Union offer would be \$790.53. If all library employees, including the Library Director, are included and all overtime worked is included, the cost would be \$1,417.51.

2. Neither the Union list of comparables nor the City list are found of primary value for comparison purposes. The Union list of unionized library employees is too inclusive of larger cities and of counties. The City list is considered of secondary value only because with one exception it includes non-organized libraries. The source data for the City list is also not adequately documented as to its accuracy.

The arbitrator, however, has abstracted from the Union list a group of nine organized libraries which he believes are more appropriate as to geography, size and organized employees.

4. Despite the difficulties of comparing job titles and job descriptions, the evidence is that largely on the basis of wages for Library Assistant and Library Technician, the Union offer meets the test of comparability better than the City offer.

5. As for internal comparisons, the evidence is that the Union offer meets the test of comparability better than the City offer when accumulated wage raises since 1985 are considered.

6. There is insufficient evidence upon which to base a judgment of whether the total compensation offered in Dodgeville by either of the parties is more comparable to that offered in comparison municipalities. However the evidence is that the City offer in the types of benefits for full-time employees is reasonable.

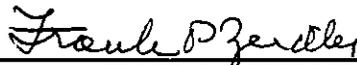
7. Though the parties did not offer any evidence on cost of living changes, the arbitrator takes arbitral notice that the City offer in percentage terms satisfies the criterion of comparability to cost of living changes.

8. The evidence is that the City could pay the Union offer, because it is minimal in terms of actual dollars. As to the welfare and interest of the public, the arbitrator is of the opinion that a degree of catch-up for Library Assistant and Library Aide/Technician justifies a split wage increase, even though the employees are newly accreted in a contract which does not have a split wage feature for other employees in 1993.

9. No changes were presented to the arbitrator during the pendency of the proceedings.

Based on the foregoing statements, the arbitrator believes that the Union offer more nearly meets in total the criteria of the statute, and therefore makes the following award:

**XVII. AWARD.** The final offer of the City of Dodgeville Employees Union Local 1266-C should be incorporated in the Agreement between it and the City of Dodgeville in accreting library employees into the union.

  
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FRANK P. ZEIDLER  
Arbitrator

Date October 25, 1993  
Milwaukee, Wisconsin